

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

In re:

EAST COAST BROKERS &
PACKERS, INC.

BATISTA J. MADONIA, SR.
and EVELYN M. MADONIA,
CIRCLE M RANCH, INC.

RUSKIN VEGETABLE CORPORATION,
OAKWOOD PLACE, INC.,
BYRD FOODS OF VIRGINIA, INC.,
EASTERN SHORE PROPERTIES, INC.,
STELLARO BAY, INC.,

Debtors.

Case No. 8:13-bk-2894-KRM

Case No. 8:13-bk-2895-KRM

Case No. 8:13-bk-2896-KRM

Case No. 8:13-bk-2897-KRM

Case No. 8:13-bk-2898-KRM

Case No. 8:13-bk-3069-KRM

Case No. 8:13-bk-3070-KRM

Case No. 8:13-bk-3071-KRM

**Jointly Administered Under
Case No. 8:13-bk-2894-KRM**

**TRUSTEE'S NOTICE OF PROPOSED SALE OF TANGIBLE
PERSONAL PROPERTY TO MADONIAS**

Pursuant to Local Rule 2002-4, the proposed sale will be approved without further order of the Court unless a party in interest files a written objection within 5 days¹ from the date this notice is entered on the docket. If you object to the relief requested in this notice, you must file your objection with the Clerk of the Court at United States Courthouse 801 N. Florida Avenue, Tampa, FL 33602, and serve a copy on the movant's attorney, Jordi Gusó, Esq., Berger Singerman LLP, 1450 Brickell Avenue, Suite 1900, Miami, FL 33131.

If you file and serve an objection within the time permitted, the Court may schedule a hearing and you will be notified. If you do not file an objection within the time permitted, the Court will consider that you do not oppose the granting of the relief requested in this notice and shall grant the relief requested.

PLEASE TAKE NOTICE that Gerard A. McHale, Jr., the duly appointed and acting Chapter 11 Trustee (the "**Trustee**") for the estates of East Coast Brokers & Packers, Inc. ("**East Coast**"), Batista J. Madonia, Sr. a/k/a Batista J. Madonia Jr. and Evelyn M. Madonia (together

¹ Pursuant to Court order approving *ore tenus* motion to shorten time at the hearing held September 5, 2013.

the “**Madonias**”), Circle M. Ranch, Inc. (“**Circle M**”), Ruskin Vegetable Corporation (“**Ruskin Vegetable**”), Oakwood Place, Inc. (“**Oakwood Place**”), Byrd Foods of Virginia, Inc. (“**Byrd Foods**”), Eastern Shore Properties, Inc. (“**Eastern Shore**”), and Stellaro Bay, Inc. (“**Stellaro Bay**”) (collectively the “**Debtors**”), by and through undersigned counsel, files this Notice of Sale pursuant to Local Rule 2002-4, and proposes to sell to Rosemary Madonia, Steven Madonia and Battista Madonia, Jr. (collectively, the “**Purchaser**”), his right, title and interest in the personal property generally described on Exhibit “A” to the Term Sheet attached hereto as **Exhibit 1**. Pursuant to the Term Sheet, the Purchaser shall pay the estates \$50,000 which has been deposited in the trust account of the Purchaser’s counsel. The proposed sale of the personal property is “as is, where is” without any representation or warranties of any kind.

The Trustee believes that the proposed sale is in the best interest of the estates and their creditors.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served electronically through the Court’s CM/ECF system upon those registered parties and/or U.S. Mail upon all parties on the attached Service List on this 6th day of September, 2013.

Dated: September 6, 2013

Respectfully Submitted,

BERGER SINGERMANN LLP

Attorneys for Trustee
1450 Brickell Ave, Suite 1900
Miami, Florida 33131
Tel.: (305) 755-9500
Fax: (305) 714-4340

By: /s/ Jordi Gusó
Jordi Gusó
Florida Bar No. 863580
jguso@bergersingerman.com

EXHIBIT “1”

**TERMS AND CONDITIONS OF PURCHASE OF TANGIBLE PERSONAL
PROPERTY**

August 30, 2013

1. Purchase.

- (a) Buyer: Rosemary Madonia, Stephen Madonia and
Batista J. Madonia, Jr.
- (b) Seller: Gerald A. McHale, Jr, Trustee of the bankruptcy
estate of Batista J. Madonia, Sr. and Evelyn M.
Madonia
- (c) Purchase Price: \$50,000.00
- (d) Purchase Terms: Cash at closing
- (e) Closing Date: On or before September 5, 2013
- (f) Description of Property Seller's right, title and interest in the personal
property generally described on Exhibit "A"
attached hereto (hereinafter referred to as "Assets").

2. Fees and Expenses. Buyer shall pay all costs of removal and storage of the Assets from the properties of Seller. Each party shall bear their own attorney fees and costs associated with the transaction. To the extent any sales tax is applicable to the purchase of the Assets.

3. Other Conditions:

- (a) Determination of Assets: On September 5, 2013, a representative of Buyer shall meet with a representative of Seller at the various locations where the Assets are stored to identify the property to be purchased and arrange for transfer to the possession of Buyer on the same day. When all items have been identified Buyer shall immediately cause the full purchase price to be tendered to Seller, whereupon Buyer shall remove the Assets from the properties of Seller. The sale of the Assets is "as is-where is" and without representation or warranty of any kind;

- (b) **Notice:** Any notice required hereunder shall be sufficient if delivered via email to:

For Buyer:

Lisa M. Castellano, Esq.
lcastellano@bplegal.com

Stephen Madonia
steptrac@aol.com

For Seller:

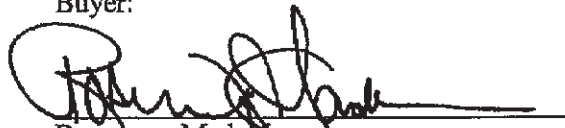
Jordi Gusó, Esq.
JGuso@bergersingerman.com

Gerald A. McHale, Jr.
jerry@thereceiver.net

- (c) **Disputes; Venue:** In the event of a breach by either party, the prevailing party will be entitled to an award of attorney's fees. Venue of any action shall to enforce this agreement shall be in the Federal Bankruptcy Court in and for the Middle District of Florida, Tampa Division, and Florida law shall be applied.
- (d) **Releases:** The parties agree that the transaction contemplated hereunder shall not release or otherwise impair any claims actions or causes of action by and between the parties.
- (e) **Modification:** Modification of this agreement shall only be in writing duly executed or initialed by all parties to the agreement.

The above terms are accepted as of the date first above written:

Buyer:


Rosemary Madonia
Date: 9-4-2013

Seller:

By: _____
Print Name: Gerald A. McHale, Jr., Trustee
Date: _____


Stephen Madonia

Date: 9/4/2013


Batista Madonia, Jr.

Date: _____

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EXHIBIT "A"

Non-furniture personal property items located in the Heron Pointe and Magnolia Plantation homes, motor vehicles and /or parts and livestock, all listed below:

- Clothing
- Shoes
- Handbags
- Perfumes
- Scarves
- Costume and non-costume jewelry items
- Cigar box
- Pots, pans, dishes, silverware and related kitchen items
- Linens
- Small televisions (located at Heron Pointe – kids bedrooms)
- Knick knacks
- Black swan (located at Magnolia Plantation)
- Four (4) oil paintings (located at Magnolia Plantation – approximately 2' X 3' in size and were last located in the breakfast room and Stephen Madonia's office)
- Oil Paintings of Batista and Evelyn Madonia located over the fireplace
- Family photos
- Four (4) shell prints in Rosemary's bedroom
- Two (2) prints in Rosemary's bathroom
- Prints in breakfast room (located at Heron Pointe)
- Bicycles (located at Magnolia Plantation)
- Telephone in wooden case (located at Magnolia Plantation in master bedroom)
- Painting of Batista and Evelyn Madonia over the fireplace (located at Heron Pointe)

Livestock

- Four (4) bulls that Buyer believes are behind the packinghouse
- Two (2) cattle on the 42 acre farm

Motor Vehicles and/or parts

- Model T
- '56 Lincoln
- Boat trailer
- Items in storage facility at Madonia Motors Sports storage facility (Hwy. 60)
- All vehicles and/or parts located at the Madonia Motor Sports storage facility

This list is not comprehensive, but does exclude paintings (unless specifically stated herein, window treatments, furnishings, fixtures, and stereo/audio equipment in the two (2) homes.

ACTIVE: M20026/347688:4981320_1